

AGENDA

COMMITTEE ON TRAFFIC/PUBLIC SAFETY

May 11, 2004

**Aldermen Sysyn, Guinta,
Smith, Forest, O'Neil**

5:30 PM

**Aldermanic Chambers
City Hall (3rd Floor)**

1. Chairman Sysyn calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Deputy City Solicitor Arnold requesting the current Center of NH Garage Operating Agreement be extended to June 30, 2004 and recommending acceptance of the proposed Operating Agreement renewal effective July 1, 2004.
Ladies and Gentlemen, what is your pleasure?
4. Chairman Sysyn advises that the Traffic Department has submitted an agenda, which needs to be addressed as follows:

STOP SIGNS:

On Trolley Street at Brent Street (northern end), southwest corner - 3-way
On Brent Street (northern end) at Trolley Street, northwest corner and southeast corner - 3-way

On Brent Street (southern end) at Trolley Street, northwest corner and southeast corner - 4-way

Alderman DeVries

RESCIND PARKING FOR POLICE VEHICLES ONLY:

On Cedar Street, southside, from Union Street to a point 70 feet easterly -
Ordinance #8189

Alderman Guinta

RESCIND NO PARKING LOADING ZONE:

On Cedar Street, southside, from Beech Street to a point 60 feet westerly -
Ordinance #2771

Alderman Osborne

AUDIBLE PEDESTRIAN SIGNALS:

Maple Street and Valley Street

Beech Street and Valley Street

Alderman Osborne

Ladies and Gentlemen, what is your pleasure?

5. Discussion pertaining to the banners and flags on Elm Street.

TABLED ITEMS

A motion is in order to remove any of the following items from the table for discussion.

6. Portion of report of Traffic Committee referred back to Committee
04/08/2003 regarding the adoption of regulations:
One-Way Streets
Hollis Street
Kidder Street
(Tabled 04/08/2003 pending a meeting between Alderman Guinta, Tom Lolicata, and the constituents involved.)
7. Report, if available, from the Building Commissioner and City Solicitor regarding speeding up the demolition process.
(Tabled 08/12/2003 pending collection of comments from departments and final version of the ordinance.)
8. Report regarding parking garage contract RFP's.
(Tabled 08/12/2003)
9. Communication from Alderman Forest requesting that the City Clerk be allowed to study the parking control issue and report back to the Committee with recommendations.
(Note: This was approved on 02/10/2004; awaiting report from City Clerk.)

10. Report of the Traffic Committee recommending that all metered parking be changed from Monday-Friday, 8AM-8PM to Monday-Friday, 8AM-6PM.
(Tabled 03/09/2004 awaiting recommendations from Finance and Planning of a draft request for proposal for study of the City's downtown parking program and relative policies and identifying a source of funding for the study.)
11. If there is no further business, a motion is in order to adjourn.



**City of Manchester
Office of the City Solicitor**

One City Hall Plaza
Manchester, New Hampshire 03101
(603) 624-6523 Fax (603) 624-6528
TTY: 1-800-735-2964
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Thomas R. Clark
City Solicitor

Thomas I. Arnold, III
Deputy City Solicitor

Daniel D. Muller, Jr.
Kenneth R. Bernard
Michele A. Battaglia
Marc van Zanten

May 5, 2004

Committee on Traffic and Public Safety
c/o Leo Bernier, Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

**Re: Center of New Hampshire Garage Operating Agreement Amendment and
Renewal.**

Gentlemen:

As the committee is aware staff consisting of Tom Lolicata, Denise Boutilier, Kevin Clougherty and myself have been negotiating a garage operating agreement amendment and renewal with the Center of New Hampshire. These negotiations have resulted in a proposed agreement which I have attached for the committees review. I have also attached a copy of the original agreement that the proposed agreement amends and extends.

We would ask that the committee recommend acceptance of the proposed parking garage operating agreement amendment and renewal to the Board of Mayor and Aldermen.

As the proposed parking garage operating agreement amendment and renewal has been drafted so that its term starts on July 1, 2004, to coincide with the City's fiscal year, we would ask that the current agreement be extended to June 30, 2004.

I will be in attendance at the Committee's meeting on May 11, 2004 should there be any questions.

Very truly yours,

Thomas I. Arnold, III
Deputy City Solicitor

Cc: Tom Lolicata - w/o original agreement
Kevin Clougherty - w/o original agreement
Burt Peltz - w/o original agreement (via fax)

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**CITY OF MANCHESTER, NEW HAMPSHIRE
PARKING GARAGE OPERATING AGREEMENT AMENDMENT
AND RENEWAL**

Agreement by and between the City of Manchester, New Hampshire ("City") and JPA III Management Company Inc. (Company) as successor to JPA IV Development Company, to amend and renew the Parking Garage Operating Agreement dated January 1, 1991 as amended by an amendments dated December 19, 1997 and September 22, 2003.

1. That all Amendments to Parking Garage Operating Agreement Dated July 1, 1991 and signed August 24, 1990 are deleted in their entirety including the amendments dated December 19, 1997 and September 22, 2003.

2. Article II paragraph 2.2 Term is amended by replacing the first sentence with the following: The Term of the Agreement shall be for a period of five (5) years commencing on July 1, 2004 and ending on June 30, 2009. Should the City sell the Parking Facility prior to June 30, 2009 this agreement shall terminate upon the transfer of title to the Parking Facility. The Company shall retain its right to manage the Parking Facility pursuant to the Contract for Sale of Land for Private Development dated June 28, 1981 as amended, a notice of which is recorded in the Hillsborough County Registry of Deeds. The Company shall also retain any rights it may have to lease and/or purchase the Parking Facility pursuant to an Agreement to Lease or Purchase executed on or about June 25, 1981.

Article III paragraph 3.1 Maintenance of the Parking Facility is amended by replacing the last sentence with the following: The City represents and warrants to the Company that the performance of one wash-down per year shall be requested to be funded as an Operating Expense under the annual municipal budgets.

3. Article V paragraph 5.1 Definitions is amended by adding the following paragraph: 5.1(d) Verizon Revenues. Revenues received from Verizon Wireless Arena patrons when events are being held at the Verizon Wireless Arena.

5. Article V paragraph 5.1 Definitions is amended by adding the following paragraph: 5.1(e) Verizon Expenses. Additional operating expenses incurred in the collection of and accounting for, Verizon Revenues.

6. Article V paragraph 5.1(a) Gross Revenues is amended by replacing the last sentence with the following: Tips or gratuities for services rendered and Verizon Revenues, as defined in paragraph 5.1(d), shall not be included in Gross Revenues.

7. Article V paragraph 5.1(b) Operating Expenses is amended by adding the following sentence to the end of the paragraph: Verizon Expenses shall not be included in Operating Expenses.

8. Article V paragraph 5.1 (c) Fiscal Year is amended by deleting the entire paragraph and replacing it with the following: "Fiscal Year" shall mean the twelve (12)

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month period commencing on July 1st and ending on June 30th of the following calendar year.

9. Article V paragraph 5.3(c) is amended by adding the following sentence to the end of the paragraph: The Company shall deposit Verizon Revenues into the operating account.

10. Article V paragraph 5.4(b) is amended by deleting the paragraph and replacing it with the following: The City shall replenish the Operating Account so that it has a balance of forty-two thousand dollars (\$42,000.00) upon the presentation of invoices.

11. Article V paragraph 5.5 Use of Accounts and Funds is amended by adding a new paragraph 5.5(g) as follows: 5.5(g) Verizon Revenues and Expenses the Company shall, no later than the first business day following a Verizon event pay to (a) the City out of said account one-half (1/2) of the Verizon Revenues received for such event, and (b) to itself the remaining one-half (1/2). Within 10 days after the end of each month JPA agrees to submit to the City an itemization of Verizon Expenses incurred during the prior month on account of Verizon Events during the month, together with the Company's check for one-half (1/2) of the Verizon Expenses.

12. Article V paragraph 5.8 Compensation of Company is amended by deleting paragraph 5.8(a) and replacing it with the following: For an in consideration of the services to be performed by Company pursuant to this Agreement, the City covenants and agrees to pay the Company during the term of this Agreement, a yearly fee of sixteen thousand, six hundred thirty-two dollars (\$16,632.00) payable in monthly increments of one thousand three hundred eighty-six dollars (\$1,386.00) each, on the fifteenth day of each calendar month.

13. Article V paragraph 5.8 Compensation of Company is amended by adding the following to the end of paragraph 5.8(b): But in no event shall the Company's Fee be increased by more than three percent (3%) in any one year.

14. Article VI paragraph 6.1 Books and Records is amended by deleting the entire paragraph and replacing it with the following: 6.1 Books and Records. The Company shall keep, in accordance with recognized accounting procedures, such books of account and record as will properly reflect all garage income, including Verizon Revenues, received and disbursements made, including Verizon Expenses, in connection with the operation and maintenance of the Parking Facility. The records maintained by the Company shall include, without limitation, all daily reports, tickets, vouchers, receipts, invoices, bills agreements, checks, cancelled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of the Parking Facility. Such books and records shall be kept at the Company's place of business and shall be open for inspection, and audit, by the City or its duly authorized representative, at reasonable times after reasonable prior notice. The Company agrees to keep such records for a period of two years after expiration of the year to which the records pertain.

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15. Article VIII paragraph 8.1 Notice is amended by deleting the entire paragraph and replacing it with the following: 8.1 Notice. Except as otherwise provided herein, all notices required to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by hand-delivery, with a receipt therefor, to the following addresses:

If to City: The Board of Mayor and Aldermen
c/o City Clerk
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

With Copies To: Finance Officer
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

and Director
Traffic Department
City of Manchester
480 Hayward Street
Manchester, New Hampshire 03103

and City Solicitor
City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101

If to Company: JPA III Management Company, Inc.
200 Stuart Street
Boston, Massachusetts 02116
Attn: Louis N. Vinios

With a Copies To: Taki Pantazopoulos
JPA III Management Company, Inc.
200 Stuart Street
Boston, Massachusetts 02116

Burton Peltz, Esquire
200 Stuart Street
Boston, Massachusetts 02116

16. Should, the parking spaces leased by the Company be segregated from those spaces not leased by the Company the City and Company shall meet for the purpose of amending the Parking Garage Operating Agreement dated January 1, 1991 and signed on August 24, 1990 and this Parking Garage Operating Agreement Amendment and

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Renewal. Said amendments shall provide for the City and the Company to receive all revenues, including, Verizon Revenues, generated by their respective spaces as well as for the City and the Company to pay all expenses, including Verizon Expenses, incurred on behalf of their respective spaces. Said amendments shall also provide for the manner and order in which automobiles using the Parking Facility for a hotel purpose shall be directed to Company spaces and automobiles using the Parking Facility for other than hotel purposes shall be directed to City spaces.

IN WITNESS WHEREOF, the parties have caused this amendment to be signed on this ____ day of _____, 2003.

The City of Manchester, New Hampshire

Witness

By: _____
Robert A. Baines
Mayor

JPA III Management Company, Inc

Witness

By: _____
Louis N. Vinios
President

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CITY OF MANCHESTER

PARKING GARAGE OPERATING AGREEMENT

PARKING GARAGE OPERATING AGREEMENT (the "Agreement") dated as of January 1, 1991 by and between the City of Manchester, a body politic and corporate of the State of New Hampshire (the "City") and JPA IV Development Company, a Massachusetts joint venture, with a mailing address of 57 Park Plaza, 200 Stuart Street, Boston, Massachusetts 02116 (the "Company").

WHEREAS, the City owns parking facilities located at Granite Street and Canal Street and known as the Center of New Hampshire Parking Garage (the "Parking Facility"); and

WHEREAS, pursuant to a Contract for Sale of Land for Private Redevelopment between the Company, its affiliates JPA III Development Company and JPA V Development Company ("JPA III" and "JPA V", respectively), and the Manchester Housing Authority, a public body politic and corporate of the State of New Hampshire dated June 25, 1981 as amended and assigned (the "Land Disposition Agreement") and a redevelopment plan entitled "Granite Street Development Project" approved by the Mayor and Board of Aldermen of the City on June 24, 1981 (the "Redevelopment Plan"), (a) JPA III has purchased Tract I as shown on the plan entitled "Revised Granite Street Site Project Subdivision & Disposition Plan" dated September 18, 1984 by the MHA and recorded with the Hillsborough County Registry of Deeds as Plan No. 17156 (the "Subdivision Plan") and has constructed a hotel thereon (the "Center of New Hampshire Hotel"), (b) Company has purchased Tract III-A as shown on the Subdivision Plan and has constructed a shopping mall thereon (the "Center of New Hampshire Mall"), and (c) JPA V has purchased Tract II as shown on the Subdivision Plan and has constructed an office building thereon (the "Center of New Hampshire Office Building"), all as part of the redevelopment project in the area bounded by Granite, Elm, Pleasant and Canal Streets in Manchester, New Hampshire and now commonly known as the Center of New Hampshire (the "Project"); and

WHEREAS, Company has the right under the Land Disposition Agreement to operate and manage the Parking Facility, and has given the City and the MHA notice exercising such right; and

WHEREAS, City and the Company entered into a Parking Garage Management Agreement dated May 11, 1985 governing the Company's operation of the Parking Facility; and

WHEREAS, the term of said Parking Garage Management has or will soon expire; and

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WHEREAS, the Company desires to continue to operate and manage the Parking Facility as provided in the Land Disposition Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the City and Company agree as follows:

ARTICLE I

REPRESENTATIONS

1.1 Representations by the City.

(a) The City is a political subdivision of the State of New Hampshire and a body politic and corporate, duly organized and validly existing under the constitution and laws of the State of New Hampshire, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) The City has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by the City.

1.2 Representations by the Company.

(a) The Company is a joint venture duly formed under the laws of the State of Massachusetts with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(b) This Agreement, when executed and delivered on behalf of the Company, will constitute the legal, valid and binding obligation of the Company enforceable in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights, or, to the extent that certain remedies hereunder require or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply.

ARTICLE II

OPERATING RELATIONSHIP AND OPERATING MATTERS

2.1 Company to Manage Garage. The City hereby employs and engages Company to manage and operate the Parking Facility. The

Company shall manage and operate the Parking Facility in accordance with the terms of this Agreement and all federal, state and local laws. The Company agrees to cooperate with the City in the City's policy of serving the public.

*mod. filed
12-14-97*
2.2 Term. The Term of the Agreement shall be for a period of five (5) years commencing on January 1, 1991 and ending on January 1, 1996. The Term establishes the length of this particular Agreement but does not in any way limit the duration of Company's right to operate and manage the Parking Facility as set forth in the Land Disposition Agreement. If, at the end of the Term, Company shall still desire to operate and manage the Parking Facility, the City and Company shall enter into a new management agreement for the next period of years during which Company shall perform such function.

2.3 Use. The Parking Facility is to be operated by the Company as a public parking garage. Notwithstanding the previous sentence, the City acknowledges, recognizes and agrees to be bound by (a) the terms of the Agreement to Lease or Purchase between the City and JPA III dated June 25, 1981, as amended, pursuant to which JPA III leases certain parking spaces in the Parking Facility for use in connection with the Center of New Hampshire Hotel (the "JPA III Parking Lease"), (b) the terms of the Deed of Tract III-A from the MHA to Company dated November 6, 1984 recorded with Hillsborough County Registry of Deeds in Book 3232, Page 838, as amended (if applicable), pursuant to which Company has certain rights to use the Parking Facility in connection with the Center of New Hampshire Mall (the "JPA IV Tract III-A Deed"), (c) abide by all terms of the Deed of Tract II from the MHA to JPA V dated May 1985 as amended (if applicable), pursuant to which JPA V has certain rights to use the Parking Facility in connection with the Center of New Hampshire Office Building (the "JPA V Tract II Deed").

2.4 Compliance with the Internal Revenue Code. The Company agrees to use its best efforts to (a) refrain from taking or omitting any action under its control which could adversely affect the tax-exemption of the interest on the revenue obligations under the Internal Revenue Code, and (b) operate the Parking Facility or cause the same to be operated as a "parking facility" in accordance with Section 103(b)(4) of the Code and the regulations thereunder. The City will regularly advise the Company regarding these requirements under the Code and applicable regulations. The term "Internal Revenue Code" means the Internal Revenue Code of 1954, as amended, or the Internal Revenue Code of 1986, as amended, and as applicable.

2.5 Rates, Days and Hours. The City shall establish the rates to be charged for parking in the Parking Facility and the days and hours during which the Parking Facility shall be open. The

City agrees to consider, when setting such rates, the rights granted in the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed. The City shall notify the Company in writing of the rates, days and hours for the Parking Facility and shall allow the Company a reasonable time to institute any changes required by the City in such rates, days and hours. The days and hours of operation at the outset of this Agreement are set forth in Schedule 2 attached hereto and made a part hereof. The Company shall offer, make and keep the Parking Facility available for use by the general public, subject to the rights granted in the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed.

2.6 Handling of Money. The Company shall supervise and control the handling of all money received in the operating of the Parking Facility and shall establish an adequate system of internal controls, reasonably satisfactory to the City, covering the receipt and expenditure of money used in the maintenance and operation of the Parking Facility. All bills and invoices shall be paid on a timely basis, consistent with normal business practices.

2.7 Inspection of Parking Facility and Certain Records. The City has the right to enter and inspect the Parking Facility. The City also has the right to inspect and copy at all reasonable times, all records and documents maintained by the Company that pertain to the Parking Facility. Company agrees to keep, for a period of two (2) years after expiration of the year to which such records pertain, all records and documents that it maintains relating to the Parking Facility.

2.8 Recommendations to be Submitted by Company. Company agrees to submit recommendations for marketing and promotion of the Parking Facility, improvement of service in the Parking Facility, and enhancement of Gross Revenues of the Parking Facility, within a reasonable time after such recommendations are reasonably requested by the City. The cost of such reports will be an Operating Expense.

2.9 Meetings. The Company and the City shall meet and confer quarterly regarding the management and operation of the Parking Facility and shall at such meetings attempt to reconcile any differences of opinion regarding the proper management and operation of the Parking Facility. If the City and the Company desire to do so, at one (1) of the four (4) quarterly meetings, the Company and the City also shall discuss possible revisions to this Agreement.

3.3 Other Duties. Company agrees to perform other reasonable duties in connection with the Parking Facility as the City requests in writing.

3.4 Supplies and Equipment. The Company shall procure all supplies and equipment necessary for the efficient maintenance and operation of the Parking Facility. Company agrees to utilize any quantity discounts or other advantageous terms concerning necessary supplies and equipment that the City notifies the Company are available to the City. The cost of all such supplies and equipment which are not general and administrative expenses of the Company under section 5.7(c) hereof will be an Operating Expense.

3.5 Assignment or Sublease of Parking Spaces. The Company shall have the right to assign or sublet spaces that the Company or its assigns have an interest in pursuant to the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed.

3.6 Limitations on Alteration of Parking Facility.

(a) No alteration, addition, demolition, removal or improvement to the Parking Facility shall be made until the plans therefor are approved in writing by the City. The City shall not unreasonably withhold such approval and shall not unreasonably delay its determination as to whether or not it will grant approval.

(b) Nothing contained herein shall preclude the Company from making emergency repairs or alterations to the Parking Facility, provided that the City is given prompt notice of such repairs and alterations. The costs of such emergency repairs shall be an Operating Expense.

ARTICLE IV

USES AND RESTRICTIONS

4.1 Use. The Parking Facility is to be operated by the Company as a public parking garage. Notwithstanding the previous sentence, the City acknowledges, recognizes and agrees to be bound by the terms of the JPA III Parking Lease, the JPA IV Tract III-A Deed and the JPA V Tract II Deed.

4.2 No Discrimination. No agreement of any kind shall be effected or executed by the Company whereby the Parking Facility or any option thereupon is restricted upon the basis of race, color, religion, sex or national origin in the use and occupancy thereof. The Company shall comply with all applicable federal,

ARTICLE III

CARE AND MAINTENANCE OF THE PARKING FACILITY

3.1 Maintenance of the Parking Facility. Company agrees to maintain and repair the Parking Facility, landscaping at the Parking Facility, pedestrian footways and vehicular ramps at the Parking Facility and driveways and sidewalks appurtenant to the Parking Facility in a clean and sanitary condition, reasonably satisfactory to the City, ordinary wear and tear and casualty excepted. The costs and expenses of such maintenance shall be an Operating Expense. Unless otherwise agreed by the parties, Company shall not be responsible for making structural repairs to the Parking Facility. Company agrees semi-annually to perform a high pressure "wash down" of the parking decks. The Company shall utilize, at no cost to the Company, the City's high pressure wash down equipment for the purposes of such wash down and the City shall be responsible for delivering such equipment to the Parking Facility. The City represents and warrants to the Company that the performance of the semi-annual wash down will not require the hiring of additional employees, will not require existing employees to work hours in addition to their usual hours and can be performed by the present Parking Facility employees during their normal work hours.

3.2 Personnel.

(a) The Company shall hire and supervise all personnel employed in the operation and maintenance of the Parking Facility. The Parking Facility employees will not be considered employees of the City. Company shall require that all on-duty Parking Facility employees present a neat and clean appearance. The Company agrees to operate the facility in an effective and efficient manner with such resident attendants and other personnel as set forth in Schedule 1 attached hereto and made a part hereof. The cost of the Parking Facility employees, unless otherwise indicated in this Agreement, shall be an Operating Expense.

(b) City agrees to meet and confer with the Company regarding the proper number of employees, including security personnel, needed to effectively operate the Parking Facility and the proper salaries, wages and fringe benefits for such employees.

(c) The Company shall provide equal employment opportunities for all individuals without regard to race, creed, color, sex, national origin or political affiliation.

(d) The garage manager shall be responsible to JPA IV. The City shall be entitled to express its opinion to JPA IV on JPA IV's selection of future garage managers.

state and local laws that prohibit discrimination or segregation by reason of race, color, religion, sex or national origin in the use or occupancy of the Parking Facility.

ARTICLE V

FINANCIAL MATTERS

5.1 Definitions. The following terms used in this Article shall have the definitions set forth below:

(a) **Gross Revenues.** "Gross Revenues" shall include all revenues received from the parking of vehicles and other operation of the Parking Facility. Tips or gratuities for services rendered shall not be included in Gross Revenues.

(b) **Operating Expenses.** "Operating Expenses" shall include all expenses of operating the Parking Facility (except those identified in Section 5.7 of this Agreement) including all expenses identified in this Agreement as Operating Expenses, and also including, by way of example and not by way of limitation, the following costs incurred in connection with the Parking Facility: wages, payroll taxes, fringe benefits, dues, payroll taxes and uniforms for employees of the Parking Facility; expenses of labor matters; amounts charged by security services, repairmen, trash and snow removal services and other contractors; utility charges; costs of materials, supplies and equipment; costs of maintaining all books and records, including accounting and auditing fees; legal and office expenses; insurance premiums; deductibles not paid by insurance carriers and the excess of claims not paid by insurance companies; licensing and permitting fees; taxes payable to the City; promotion and marketing expenses; and unforeseen and unexpected expenses.

(c) **Fiscal Year.** "Fiscal Year" shall mean the twelve-month period commencing on January 1st and ending on December 31st of the calendar year.

*mod. filed
12-19-97*

5.2 Operating Budget.

(a) At least one hundred twenty (120) days prior to each applicable Fiscal Year, the Company shall prepare and deliver to the City a written Company Draft Operating Budget for operation of the Parking Facility. The Company Draft Operating Budget shall contain an estimate of the monthly anticipated Gross Revenues, Operating Expenses and capital expenditures to be drawn from the Renewal and Replacement Fund (as hereinafter defined) (hereinafter collectively referred to as "operating figures").

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(b) City agrees to return to the Company a City Draft Operating Budget within thirty (30) days after the Company submits the Company Draft Operating Budget. City agrees to use and consider the Company Draft Operating Budget when preparing its City Draft Operating Budget.

(c) City agrees to meet and confer with the Company regarding material differences between the Company Draft Operating Budget and the City Draft Operating Budget. City and Company agree to attempt to reconcile such differences and establish a mutually agreeable operating budget for the Parking Facility. The mutually agreed upon operating budget will become the Operating Budget for the Parking Facility.

5.3 Creation of Funds and Accounts.

(a) The following accounts or funds shall be established with a bank or trust company for use in connection with the Parking Facility:

(i) Renewal and Replacement Fund

(ii) Operating Account

(b) The City shall establish and shall timely advise the Company of the location and account number for the Renewal and Replacement Fund. The Company cannot draw upon the Renewal and Replacement Fund.

(c) The Company shall establish the Operating Account for the Parking Facility at a City-approved bank or trust company, and shall timely advise the City of the account number for that account. The Operating Account may be drawn on by the Company as provided below.

(d) Both the Operating Account and the Renewal and Replacement Fund will be assets of the City, and will be used in connection with operation of the Parking Facility.

5.4 Deposit and Withdrawal of Monies.

(a) All Gross Revenues of the Parking Facility will be collected and deposited daily, as much as is practical and in any case at least twice each week, in the Renewal and Replacement Fund. The Company shall file with the City a statement of the amount of each such daily deposit. At no time shall the cash on hand in the Parking Facility exceed the sum of Three Thousand Dollars (\$3,000.00).

mod. Paid
12-19-97
(b) The City shall ensure that the Operating Account has a balance of Twenty-Five Thousand Dollars (\$25,000.00) at the beginning of each month during the term of this Agreement and at the beginning of each month the City shall accordingly deposit an amount in the Operating Account which will cause the Operating Account to have such a balance.

5.5 Use of Accounts and Funds.

(a) As provided in Section 5.4 of this Agreement, Gross Revenues of the Parking Facility will be deposited in the Renewal and Replacement Fund.

(b) The Company shall use monies deposited in the Operating Account to pay Operating Expenses for the Parking Facility.

(c) Company agrees to use reasonable efforts not to allow the actual Operating Expenses to exceed the Operating Expenses provided for in the Operating Budget ("Budget Operating Expenses"). If the actual Operating Expenses for the Parking Facility exceed, or are reasonably expected to exceed, the Budget Operating Expenses, Company agrees to notify the City of such differences and meet and confer with the City concerning: the reasons for such differences, whether or not such differences are reasonable, and the means of preventing further differences between the actual Operating Expenses and Budget Operating Expenses. City agrees that the Company shall be entitled to move between line items of the Operating Budget with the approval of the Aldermanic Traffic Committee and in the event that the Company does so move between line items with such approval, it will not be considered as exceeding the Budget Operating Expenses.

(d) The Renewal and Replacement Fund shall be used by the City as necessary to pay for capital repairs and improvements to the Parking Facility and related equipment.

(e) The Company may notify and inform the City if it believes that capital repairs and improvements to the Parking Facility and related equipment are needed or are reasonably necessary. The City agrees that if it determines that such capital repairs or improvements are needed or are reasonably necessary, it will make such capital repairs or improvements at its sole cost and expense.

(f) In the event of any emergency at the Parking Facility requiring immediate and urgent expenditures which are not within the purview of the Operating Budget or are in excess of the amounts therefore set forth in the Operating Budget, the Company may make such expenditures through the Operating

Account notwithstanding that they may exceed the amount allocated or are not included in the Operating Budget. City agrees to deposit in the Operating Account any funds needed to meet Operating Expenses of the Parking Facility or to pay the Company's Fee (as hereinafter defined) if, as a result of such immediate and urgent expenditures, the monies in the Operating Account are no longer sufficient to pay Operating Expenses or the Company's Fee; provided, however, that all such expenditures shall be supported and documented to the reasonable satisfaction of the City.

5.6 City's Responsibility. It is understood and agreed that the City is ultimately responsible for and shall bear all costs and expenses of operating and maintaining the Parking Facility, and all costs and expenses of capital repairs or improvements to the Parking Facility and related equipment (except for the costs and expenses set forth in Section 5.7 of this Agreement). In the event that the money in the Operating Account is insufficient to enable the Company to pay Operating Expenses or the Company's Fee, City agrees to deposit in the Operating Account amounts sufficient to enable the Company to cover such Operating Expenses or the Company's Fee. If such a deposit is required of the City, Company agrees to meet and confer with the City concerning the causes of such "shortfall" and the means of preventing future "shortfalls". If Company, although it is not obligated to do so, shall cover the costs of any such "shortfall" out of its own funds, the City shall promptly reimburse Company for such costs.

5.7 Costs to be Paid by Company. Company shall pay from its own funds, and not from the Operating Account of the Parking Facility, the following costs and expenses:

- (a) Salaries and expenses of all executive and supervisory personnel of the Company that are not stationed at the Parking Facility;
- (b) Salaries of persons employed in the main or other branch offices of Company;
- (c) General and administrative expenses of Company (but not expenses for a garage manager, which shall be an Operating Expense);
- (d) Company's travel expenses between the Garage and its home or office;
- (e) Salaries of any business spotters;
- (f) Data processing expenses incurred by the Company as a result of its use of an outside payroll processing firm.

5.8 Compensation of Company.

*modified
12-19-97*

(a) For and in consideration of the services to be performed by Company pursuant to this Agreement, the City covenants and agrees to pay to the Company for the first year of the Term of this Agreement, a yearly fee of Twelve Thousand Dollars (\$12,000.00), payable in monthly increments of One Thousand Dollars (\$1,000.00) each, on the fifteenth day of each calendar month after the Commencement Date of the Term, subject to proration depending on the actual Commencement Date (the "Company's Fee").

*deleted
12-19-97*

(b) During each successive year of the Term of this Agreement, the Company's Fee shall be increased by a percentage equal to the percentage increase in the Price Index (as hereinafter defined) from the Price Index in effect on the first day of the first month closest to the beginning of the prior year of the Term to the Price Index in effect on the first day of the last month closest to the expiration of the prior year of the Term.

*deleted
12-19-97*

(c) The Term "Price Index" means (i) the Consumers' Price Index for all Urban Consumers (CPI-U) for Boston, Massachusetts, all items (1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor, or (ii) if the publication of such Consumers' Price is discontinued, the comparable index most clearly reflecting diminution of the real value of the Company's Fee herein provided for.

ARTICLE VI

BOOKS, RECORDS AND STATEMENTS

6.1 Books and Records. The Company shall keep, in accordance with recognized accounting procedures, such books of account and record as will properly reflect all income received and disbursements made in connection with the operation and maintenance of the Parking Facility. The records maintained by the Company shall include, without limitation, all daily reports, tickets, vouchers, receipts, invoices, bills, agreements, checks, cancelled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of the Parking Facility. Such books and records shall be kept at the Company's place of business and shall be open for inspection at reasonable times by the City or its duly authorized representative. The Company agrees to keep such records for a period of two years after expiration of the year to which the records pertain.

3

6.2 Annual Audit. The Company shall cause its books and accounts for the Parking Facility to be audited annually by an independent auditor, within ninety (90) days after the end of each calendar year after the commencement date. A report of such audit, prepared in accordance with generally accepted accounting principles, consistently applied, shall be delivered to the City within thirty (30) days after completion thereof. Company shall deliver a similar statement to the City for the fraction of a year at the end of the term within ninety (90) days after the end of the term. The cost of all such audits shall be an Operating Expense.

6.3 Monthly Statements. The Company shall provide to the City, within fifteen (15) days after the last day of each calendar month, the unaudited operating statement of the income and disbursements from or for the Parking Facility for such preceding month. The Company shall include in its monthly statements a comparison of actual operating figures with budget operating figures as set forth in the Operating Budget. The monthly statements shall also list separately all outstanding and unpaid Operating Expenses.


6.4 Company Shall Provide Information. Whenever reasonably requested by the City, the Company shall provide to the City such information concerning the Parking Facility as the City reasonably considers necessary to enable it to keep informed of financial and any other matters pertaining to the Parking Facility, to enable counsel to the City to render its opinions and otherwise to advise the City, and to enable the City to make any reports required by applicable law.

ARTICLE VII

INSURANCE

7.1 Company Shall Maintain. The Company shall take out, maintain continuously and pay the premiums for the insurance for the Parking Facility as specified in this Article.

7.2 General Provisions. Each insurance policy shall be with a company authorized to do business in New Hampshire or be on the New Hampshire Insurance Commissioner's list of approved non-admitted companies, shall have a rating of (A) or better in the current edition of Best's Key Rating Guide and shall name the City and the Manchester Housing Authority as an additional insured (except with respect to workers' compensation insurance). Each policy shall prohibit cancellation or substantial modification by the insurer without at least thirty (30) days' prior written notice to the City of Manchester, Office of Risk



Management, 27 Market Street, Manchester, New Hampshire 03101 and to the Manchester Housing Authority. Within a reasonable time from the date of this Agreement and, with respect to renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date, the Company shall furnish the City with copies of each such policy or appropriate certifications as to the insurance policies in force.

7.3 Coverage Changes and Costs. If City and Company mutually agree that it is reasonably necessary to increase the coverage of any insurance required by this Agreement, City agrees to appropriately increase the allocation in the Operating Budget for such insurance. City and Company agree to cooperate in locating a cost effective provider of any insurance required by this Agreement.

7.4 Workers' Compensation. The Company shall take out and maintain workers' compensation insurance throughout the term hereof in the statutorily required amounts covering all Parking Facility employees. In connection with any restoration or repair of the Parking Facility for which the Company and not the City is responsible, if any, the Company shall require each contractor to agree to carry such workers' compensation insurance or employers' liability insurance as may be required by federal, state or local law, and public liability and property damage insurance. All such insurance shall include provisions, to the extent available on commercially reasonable terms, to indemnify and save the City and the Company harmless.

7.5 Comprehensive Liability Insurance. The Company shall take out and maintain, throughout the term hereof, comprehensive liability insurance for the Parking Facility. Such insurance shall be written on an "occurrence" basis and shall provide coverage of at least either (i) One Million Dollars (\$1,000,000) in case of death or injury to one person, One Million Dollars (\$1,000,000) in case of death or injury to more than one person in the same occurrence, and Five Hundred Thousand Dollars (\$500,000) in case of loss, destruction or damage to property; or (ii) One Million Dollars (\$1,000,000) combined single on both Bodily Injury and Property Damage.

7.6 Garage Keepers' Insurance. The Company shall take out and maintain, throughout the term hereof, Garage Keepers Legal Liability Insurance with respect to the Parking Facility in reasonable and appropriate coverage amounts.

7.7 Premiums Are Operating Expense. Premiums for all insurance required by this Agreement shall be an Operating Expense.

7.8 Indemnity. The Company shall indemnify and hold the City harmless for any claim or suit based on damage or injury occurring in the Parking Facility that resulted from or was caused by the negligence of the Company, or its agents, servants or employees. The City shall similarly indemnify and hold the Company harmless for any claim or suit that resulted from or was caused by negligence of the City, or its agents, servants or employees.

ARTICLE VIII

MISCELLANEOUS

8.1 Notice. Except as otherwise provided herein, all notices required to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by hand-delivery to the following addresses:

If to City: The Board of Mayor and Aldermen
City of Manchester *C/O City Clerk*
908 Elm Street *One City Hall Plaza*
Manchester, New Hampshire 03101
Attention: ~~City Clerk~~

With Copies To: Mayor
City of Manchester
908 Elm Street *One Cit*
Manchester, New Hampshire 03101

and Parking Operations Manager
City of Manchester
480 Hayward Street
Manchester, New Hampshire 03103

and City Solicitor
City of Manchester
27 Market Street
Manchester, New Hampshire 03101

If to Company: JPA IV Development Company
57 Park Plaza
200 Stuart Street
Boston, Massachusetts 02116

With a Copy To: David H. Barnes
Devine, Millimet & Branch
Professional Association
111 Amherst Street
Manchester, New Hampshire 03105

The City and the Company, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

8.2 Permitted Assignments. Company may assign this Agreement to any affiliated entity provided that such affiliate assumes the Company's obligations hereunder.

8.3 Violation of Agreement. Both the City and the Company shall have the right to sue for damages or specific performance if the other party violates any provision of this Agreement.

8.4 Unusual Conditions. Company shall promptly notify the City of any unusual conditions which may develop in the course of operation of the Parking Facility, such as fire, flood, breakage, theft, casualty or damage of any kind.

8.5 Succession. This Agreement is binding upon and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

8.6 Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of New Hampshire.

8.7 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all collectively shall be one and the same Agreement.

8.8 Relationship of this Agreement to Land Disposition Agreement. Nothing contained in this Agreement shall conflict with the provisions of the Land Disposition Agreement. In the event of a conflict between this Agreement and the Land Disposition Agreement, and therein referenced documents, the provisions of the Land Disposition Agreement and therein referenced documents shall control.

8.9 Modification; Agreement. Subject to the qualifications mentioned in Section 8.8 above, this Agreement contains and embraces the entire agreement between the parties hereto and no part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by the respective parties hereto.

8.10 Section Headings. The headings at the beginning of each of the sections in this Agreement are solely for the purposes of convenience and identification and are not to be deemed or construed to be part of this Agreement.

8.11 Severability. If any term, clause or provision of this Agreement is judged to be invalid and/or unenforceable, the validity and/or enforcement of any other term, clause or provision in this Agreement will not be affected thereby.

8.12 Approvals of City. Any approvals required from the City shall be deemed given if provided by the Parking Operations Committee or approved designee.

WITNESS our hands as of this 24th day of August, 1990.

CITY OF MANCHESTER

Justin T. Sheppard
Witness

By: Raymond J. Wieczorek
Raymond J. Wieczorek, Its Duly
Authorized Mayor

JPA IV DEVELOPMENT COMPANY

By N&L DEVELOPMENT COMPANY
Its Joint Venturer

[Signature]
Witness

By: Nicholas L. Vinios
Nicholas L. Vinios, Its General
Partner

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of August, 1990 by Raymond J. Wieczorek, the duly authorized Mayor on behalf of the City of Manchester.

[Signature]
~~Notary Public~~ Justice of the Peace

STATE OF Massachusetts
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 23rd day of August, 1990 by Nicholas L. Venio, the duly authorized general partner of N&L Development Company on behalf of its joint venturer JPA IV Development Company.

Elizabeth B. Leomas
~~Notary Public/Justice of the Peace~~
My Commission Expires April 16, 1993

SCHEDULE 1

STAFFING & PERSONNEL

Code:

- 1 - Manager
- 2 - Supervisor
- 3 - Cashier / Attendant
- 4 - Janitorial
- 5 - Security (City Expense)

XXXXXXXXXXXX
Actual additional shift on Thurs-Saturdays is
5:30p-1:30am

	Mon	Tues	Wed	Thurs	Fri	Sat	SUN
6 AM - 7 AM	3,5 4	3,5 4	4 3,5	3,5	3,5	3,5 4	5 4
7 AM - 8 AM	1 3 4 5	1 3 4 5	1 3 4 5	1 3 5	1 3 5	3 4 5	5 4
8 AM - 9 AM	1 3 4 5	1 3 4 5	1 3 4 5	1 3 5	1 3 5	3 4 5	5 4
9 AM - 10 AM	1 3 4 5	1 3 4 5	1 3 4 5	1 3 5	1 3 5	3 4 5	5 4
10 AM - 11 AM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
11 AM - 12 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
12 PM - 1 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
1 PM - 2 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
2 PM - 3 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
3 PM - 4 PM	1 3 5	1 3 5	1 3 5	1 3 5	1 3 5	3 5	5
4 PM - 5 PM	3 5	3 5	3 5	3 5	3 5	3 5	5
5 PM - 6 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
6 PM - 7 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
7 PM - 8 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
8 PM - 9 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
9 PM - 10 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
10 PM - 11 PM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5
11 PM - 6 AM	3 5	3 5	3 5	3 2 5	3 2 5	3 2 5	5

Above coverage reflects basic minimum coverage needed. It does not reflect times when extra coverage will be needed.
(ie: Snow removal during winter months; Extra coverage as needed during summer concert series; large hotel functions & conventions; etc.

CASHIER (144 hrs p/wk)

SUN	MON	TUE	WED	THUR	FRI	SAT
	5:30-2	5:30-2	5:30-2	5:30-2	5:30-2	5:30-2
	1:30-10p	1:30-10p	1:30-10p	1:30-10p	1:30-10p	1:30-10p
	9:30-6a	9:30-6a	9:30-6a	9:30-6a	9:30-6a	9:30-6a
				(5p-1:30a	5p-1:30a	5p-1:30a)
				SUPERVISOR		

SECURITY (168 hrs p/wk)

6:30-3p	6:30-3p	6:30-3p	6:30-3p	6:30-3p	6:30-3p	6:30-3p
3p-11:30p	3p-11:30p	3p-11:30	3p-11:30	3p-11:30	3p-11:30	3p-11:30
10:30-7a	10:30-7a	10:30-7a	10:30-7a	10:30-7a	10:30-7a	10:30-7a

Janitorial (20 hrs p/wk)

6a-10a	6a-10a	6a-10a			6a-10a	6a-10a
--------	--------	--------	--	--	--------	--------

Above represents basic minimum coverage. It does not reflect times when added coverage will be needed;

- (ie: Extra coverage for summer concert series)
- (ie: During the winter months for snow removal as needed)
- (ie: Extra coverage for large hotel functions, traffic control, 3rd booth attendant, etc.)

3

The Center
OF NEW HAMPSHIRE
MUNICIPAL PARKING GARAGE

700 ELM STREET
MANCHESTER, NH 03101
(603) 624-9568

HOURS OF OPERATION

Security: 24 hours per day, 365 days per year

Cashiers: Monday, 6 a.m. - Sunday 6 a.m.

24 hours per day, except Sundays,
Closed 6 a.m until Monday 6 a.m.

CLOSED SUNDAYS & HOLIDAYS AS
MANDATED BY CITY HALL.

Member of THE NEW ENGLAND PARKING COUNCIL

3

4/10/03 -
Tabled
6/16/03 -
8/12/03 -
11/12/03 -
2/10/04 -
3/9/04 -
1-13-04 -

Remained on
Table
"
"
"
"
"

held 3/18/03 on a motion of Ald. O'Neil
duly seconded by Ald. Lopez the report
of the Committee was accepted and its recommendations
(adopted) (denied)

[Signature]
City Clerk

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that the following regulations governing standing, stopping, and parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that Chapter and Chapter 335 of the Sessions Laws of 1951.

Section 70.16 One-Way Streets

ONE-WAY STREETS
HOLLIS STREET
KIDDER STREET

Section 70.36 Stopping, Standing, or Parking Prohibited

STOP SIGNS:
ON LOWELL ST AT BELMONT ST., NEC, SWC, FOUR-WAY SCHOOL ZONE

*No fee.
offer back
to
Committee
liability
no
identification
of direction
Johnson*

6

From: Lisa Thibault
To: LaFreniere, Leon
Date: 5/22/03 12:19PM
Subject: Demolition Process

Just a reminder that at the BMA meeting on 5/20/03, it was voted to have the Building Director and Solicitor get together and come up with a recommendation on speeding up the demolition process. It was requested that this be done within 30 days and be sent to the Committee on Traffic/Public Safety. 2-13-04

Thanks!

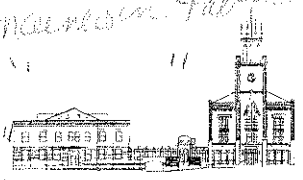
8/12/03 - Tabled
9/9/03 - Remanded
11/12/03 - "
2/10/04 - "
3/9/04 - "
2-13-04

7



CITY OF MANCHESTER
Office of the City Clerk

8/12/03 - 10000
9/9/03 Remembrance Table
11/12/03 - "
2/10/04 - "
3/9/04 - "
4-13-04 ""



Leo R. Bernier
City Clerk

Carol A. Johnson
Deputy City Clerk

Paula L-Kang
Deputy Clerk
Administrative Services

Matthew Normand
Deputy Clerk
Licensing & Facilities

Patricia Piecuch
Deputy Clerk
Financial Administration

MEMORANDUM

To: Alderman O'Neil

From: Lisa Thibault, Legislative Assistant *Lroa*

Date: 6/18/2003

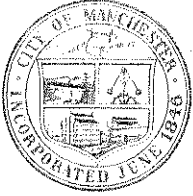
Subject: Parking Garage Contract

At a meeting of the Committee on Traffic/Public Safety held on June 16, 2003, Tom Lolicata informed the group that you are chairing a committee that is looking at the RFP's for the parking garage contract. The Committee is asking that this process be completed and a recommendation be brought forward in August as they have just voted to extend the contract with Central Parking through September 6, 2003.

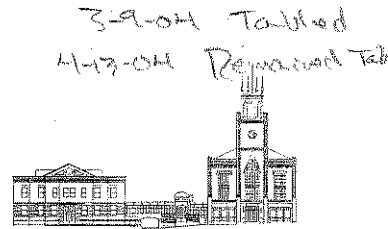
If you are not chairing such a committee, please advise the City Clerk's Office as soon as possible.

Thank you.

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CITY OF MANCHESTER Board of Aldermen



Memo To: Committee on Traffic

From: Armand D. Forest *adf*
Alderman – Ward 12

Date: February 10, 2004

Re: Review of Parking Administration

For the last several months I have been trying to get information on parking issues. It is apparent to me that we are not doing an efficient job of administering parking. I believe that everything dealing with a parking ticket should be under one "roof", and that the City should be able to get one answer as to what the cost is, what the revenue is, what the law is, etc. I also think that parking as a priority needs a place of its own. Because of my frustrations I have asked the City Clerk's office to explore having all parking related administration under one roof.

I am asking the Committee on Traffic to officially request the City Clerk's office to explore combining all functions relating to parking. Exploration would include:

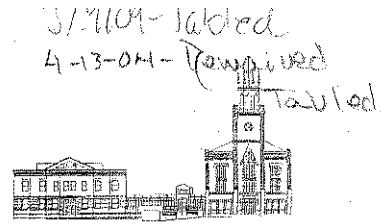
- Parking facility operations
(including security, contracts, maintenance, etc.)
- Parking meter operations
(meter installation, collection, maintenance, improvements, etc.)
- Parking enforcement operations
(collections, issuance, consumer services, etc.)
- Parking permit administration
(street & lot permits, consumer services, etc.)
- Other administrative requirements
(budgetary, staffing, software, space, etc.)

I would anticipate that a report would be provided to all members of the Board of Mayor and Aldermen, and that the Committee would review the report at a later date.



CITY OF MANCHESTER

Office of the City Clerk



Leo R. Bernier
City Clerk

Carol A. Johnson
Deputy City Clerk


Paula L-Kang
Deputy Clerk
Administrative Services

Matthew Normand
Deputy Clerk
Licensing & Facilities

Patricia Piecuch
Deputy Clerk
Financial Administration

MEMORANDUM

To: Police Chief Jaskolka
T. Lolicata, Traffic Director

From: 
Leo R. Bernier
City Clerk

Date: February 19, 2004

Re: Metered Parking

Please be advised that at a meeting of the Board of Mayor and Aldermen held on February 17, 2004, it was voted to refer back to committee a report relative to the above-referenced.

The Board has requested staff to prepare a proposal for a parking study of the downtown area for submission to the Committee on Traffic/Public Safety.

Enclosed for your records is a copy of the report reflecting actions taken.

Enclosures

pc: Cmte. on Traffic/Public Safety
City Solicitor
Finance Officer

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that all metered parking be changed from Monday-Friday, 8AM-8PM to Monday-Friday, 8AM-6PM.

Please note that nothing contained in this report shall change any regulation in regards to issuance of parking permits.

February 17, 2004.
In Board of Mayor and Aldermen.

On motion of Alderman Gatsas, duly seconded by Alderman Guinta, it was voted to refer back to committee and request staff to prepare a proposal for a parking study of the downtown area for submission to the committee.



City Clerk

Respectfully submitted,



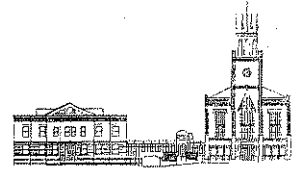
Clerk of Committee

10



CITY OF MANCHESTER

Office of the City Clerk



Leo R. Bernier
City Clerk


Carol A. Johnson
Deputy City Clerk

Paula L-Kang
Deputy Clerk
Administrative Services

Matthew Normand
Deputy Clerk
Licensing & Facilities

Patricia Piecuch
Deputy Clerk
Financial Administration

Memo To: Mayor Baines and All Aldermen

From: C. Johnson 
Deputy City Clerk

Date: February 13, 2004

Re: Agenda Item S – Police Department response

Enclosed is a copy of a communication from Chief Jaskolka responding to Item S, a report of Committee on Traffic, appearing on the February 17th agenda.

C: City Solicitor
Finance Officer
Traffic Director



John A. Jaskolka
Chief

City of Manchester Police Department

Ralph Miller Public Safety Center
351 Chestnut Street Manchester, New Hampshire 03101-2294
(603) 668-8711 Business Phone
(603) 668-8941 Main Fax
(603) 628-6137 Administrative Offices Fax

Commission

James A. McDonald, Sr.
John J. Tenn
Nury Marquez
Thomas Noonan

Deputy Chiefs

Richard P. O'Leary
Glenn S. Leidemer
Gary T. Simmons

Executive Secretary
Kim Demers

February 12, 2004

Honorable Robert A. Baines
Board of Alderman
One City Hall Plaza
Manchester, NH 03101

Dear Mayor and Board of Alderman:

At the Traffic Committee meeting of February 10, 2004 the committee approved a plan to rollback the hours of paying for meters from 8:00 p.m. to 6:00 p.m. That plan will be presented to the Board of Mayor and Alderman with the committee's recommendation it be approved by the full board. The department has objected to this roll back at previous committee meetings and would ask the board to consider several factors before approving this ordinance change.

We would suggest that this action would have little if any positive effects on the consumer of the city and drastically reduce the revenue produced. I have taken the liberty of providing some revenue figures obtained from the Ordinance Violations Bureau to support my concern.

During the fiscal year from July 2002 - July 2003, from 6:00 p.m. to 8:00 p.m. the department issued 12, 855 parking tickets. With an average ticket fine of \$10.00 that resulted in \$128,550 in revenue collection. From July 2003 to February 11, 2004 the department has issued 8,302 tickets. With the minimum fine of \$10.00 that is \$83,502 in revenue. I would suggest that figure is low considering \$10.00 is the minimum fine and does not take into account higher parking violation fines and overdue fines.

The costs associated with paying for a Parking Control Officer during this period is less than \$15,000 in overtime. Not included in this revenue lose is the money obtained from those who pay the meters from 6:00 to 8:00 p.m. which I understand would be substantial.

The department understands the good will gesture of the committee to eliminate pay for parking after 6:00 p.m. but respectfully suggests it does not make fiscal sense for the sake of a few. Like the Alderman the department receives it share of complaints from those who receive parking tickets, no matter what time of day the ticket is issued. I would contend that the vast majority of parking fee complaints the department receives are the result of a citizen being issued a ticket and not the need to put 50 cents into a meter. I would suggest the vast majority of complaints about after 6:00 p.m. parking to the Alderman, are from those who failed to pay the 50 cents and received a parking ticket, not complaints about having to pay 50 cents to a \$1.00 to park for those two hours.

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



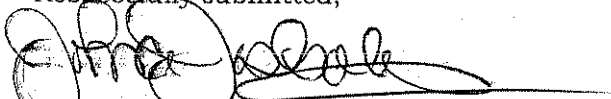
10

The arguments suggested in eliminating parking fees after 6:00 p.m. will have little effect on those visiting downtown. In previous years the city fathers at one time provided Holiday Parking downtown during the Christmas season. From mid - November through Christmas what initially started out as an excused parking ticket eventually turned into free parking during that time period. Every year around the beginning of November, Ordinance Violations Bureau and the department's Traffic Division would receive calls from store keepers, their employees and business workers wondering when they could stop paying meters for the rest of the season. What started out as a good will gesture by the City resulted in an abuse by tenants, shopkeepers and employees parking for free, with limited if any benefit to the holiday consumer. As a result the city discontinued this practice.

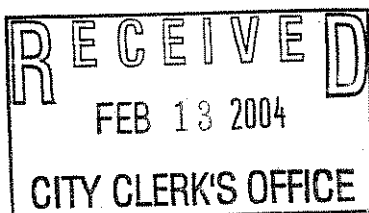
Again, I certainly understand the committee's gesture and the desire to invite people downtown, but question, the minimum loss of \$128,000 for an action that will provide limited benefit to the downtown visitor.

I would recommend that the Board of Mayor and Alderman maintain its current Ordinance, "pay for parking" until 8:00 p.m. I would suggest as an alternative that better advertisement and signage indicative of hours of pay for parking be enacted.

Respectfully submitted,



John A. Jaskolka
Chief of Police



10

CITY OF MANCHESTER

Department of Traffic



Thomas P. Lolicata
Traffic Director

James P. Hoben
Deputy Traffic Director



Administrative Services Manager
Denise Boutilier
Email: dboutilier@ci.manchester.nh.us

February 17, 2004

Board of Mayor and Alderman
Leo Bernier
City Clerk's Office
1 City Hall Plaza
Manchester, NH 03101

Dear Leo:

The Traffic Committee requested we submit information regarding the parking meter time limit reduction.

Please be advised that after careful consideration, there is a potential loss of revenue of between \$25,000 (on the low end) and \$150,000 (the high end). It is impossible to submit an estimate. Alderman O'Neil stated that we are grabbing a number out of the air. He is correct. We can't assume that all the meters (2500) are used for 2 hours between 6pm and 8pm every evening, every day of the week, 52 weeks out of the year, at .50 an hour. There is also a potential loss of future revenue when the new baseball field opens in the Millyard area. Approximately 800 meters in the Millyard will be free parking from 6pm to 8pm. Also, there will be an impacted loss of revenue from the Center of NH parking garage, the Pine Street parking lot and the Victory parking garage, as the meters on the street will be free parking from 6pm-8pm.

A reasonable timeline to get the meters labeled and the areas signed, considering the personnel shortage, and the weather, would be the end of April. The cost associated with this timeline is approximately \$2500.00.

We feel that reducing the meter time requirement from 8pm to 6pm would create a significant loss of revenue. The taxpayers of Manchester would subsidize this loss of revenue.

We also feel that it will eliminate customer-parking turnover, which will impact small businesses. When free parking was implemented on Saturday, there were complaints from small businesses that vehicles were parked all day at the free meters.

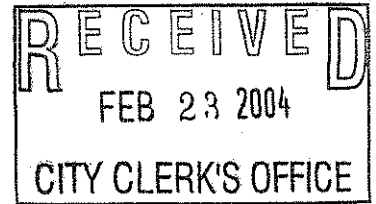
Sincerely,


James Hoben/Denise Boutilier



February 19, 2004

Alderman Theodore Gatsas
105 Birchwood Road
Manchester, NH 03104



Dear Alderman Gatsas,

At this week's Board of Mayor and Aldermen meeting, the Aldermen discussed at length the proposal submitted by the Traffic Committee to roll back parking meters to 6 PM. A few concerned business owners testified, both for and against the measure, at the public hearing prior to the meeting.

Although Intown Manchester conducted and released a brief poll of downtown businesses, to establish for the record where they stand on the subject, we do not feel that a poll is a proper means to address the complexity of the downtown parking issue. For that reason, we did not take a position on the issue. Rather, our Executive Committee recommends that our role should be to encourage the City to undertake a parking study, because of the broader concerns for future parking needs of our mixed-use downtown community.

To our surprise, you proposed such a study at Tuesday's meeting, and it met with quick BMA approval to post an RFP for a comprehensive analysis of the parking situation. We applaud the BMA for taking decisive action that night. It is clear that the city has changed so much in two years that a parking study will be beneficial to future planning.

Regardless of the outcome of a study, you made a recommendation that I was particularly happy to hear. Recalling holiday seasons in the past, you mentioned that parking violators were remanded with a courtesy card on the windshield saying that their overtime fines would be waived during the holiday season, and you suggested that we look into being friendlier to our customers and visitors. This is the attitude we need in downtown! I posit that ruthless ticketing is the cause of customer ill will – not the fact that we charge for parking.

To confirm my last point, I enclose the attached letter that Richard Vareschi, owner of Richard's Bistro on Lowell Street, received recently. A customer from Nashua who dined at Richard's Bistro was astonished to see that his dinner cost him another \$10 when he returned to his car. His outrage says it all.

I am currently researching Portland, ME where they are reported to have a system where evening violators receive three warnings before they are fined. If and when a proposal for a similar initiative is introduced in Manchester, I urge you and other Aldermen to look favorably upon the possibilities of a friendly campaign to warn violators first, before they receive a fine.

Thank you for your reasoned approach to this troublesome issue.

Sincerely yours,

Stephanie Lewry

Stephanie Lewry, Executive Director

Cc Alderman Sysyn and members of the Traffic Committee,
Richard Vareschi

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February 13, 2004

Richards Bistro
36 Lowell Street
Manchester, NH 03101



Re: Citation #:P001028561

Dear Sirs,

It is with sincere regret that we must inform you that we will not be returning to your establishment. Although the dinner was extraordinary, we were not prepared for or expecting a parking violation affixed to the windshield of our car. I find it ridiculous that a downtown patron can receive a fine for parking at an expired meter at 7:20pm!

Living in Nashua, we're accustomed to a warmer welcome from our city. Nashua treats their downtown patrons with a kinder and more welcoming atmosphere. This also benefits the downtown restaurant businesses by offering a hassle-free dining experience.

Through no fault of yours, in the future we will be spending our hard-earned money locally where **public parking** during the evening hours is a privilege, not a business. I have no doubt that the city of Manchester unjustifiably targets the downtown business district after hours to prey on unwary visitors.

Sincerely,

Alberto and Mary Abelleira
7 Custom Street
Nashua, NH 03062

cc: City of Manchester, Mayor's Office
Nashua Telegraph
Manchester Union Leader

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ALBERTO ABELLEIRA
MARY ABELLEIRA
7 CUSTOM ST.
NASHUA, NH 03062
PH. 603-888-6613

12/92

2596

54-153/114
481

Date 2/13/04

Pay to the
order of

City of Manchester \$ 10.00 ^{00/xx}
ten and no 00/100 Dollars

Security features
are included.
Details on back.

Citizens Circle Account



CITIZENS BANK

New Hampshire

For

Highway Robbery!
PO01028561

Mary Abelleira

2596

©Clarke American

RICHARD'S BISTRO
36 LOWELL ST.
MANCHESTER, NH 03101
(603) 644-1180
MERCH # 1670203700

Sale

Server: 10
ID: 020370001
02/13/04
Batch #: 0933

20:11:35

DISCOVER

XXXXXXXXXXXX4262

Appr Code: 013821

Invoice#: 000032

Amount:

\$ 146.56

Tip:

20.00

Total:

166.56

Customer Copy
THANK YOU!
COME AGAIN!

CITY OF MANCHESTER NOTICE OF PARKING VIOLATION

The vehicle described below was
parked in violation of the City of
Manchester code or Ordinances listed.

Bureau window hours 8:00 AM to 5:00 PM
Closed Saturday and Sunday.

CITATION: P001028561

Date: FRI 02/13/2004

Time: 19:20

Officer: SAWYER

ID: CC2

Agency: MPD

Notes: Rt 3

TimeCHD:

Loc: 0 LOWELL ST

Viol: 58

Desc: EXPIRED METER 70.40

PENALTY: \$10.00

Lic: 1548485

State: NH

Meter: 364

Plate Type: PC Color:

Make: FORD

Model: 4 DOOR

Remarks: NO TIME LEFT

MANCHESTER POLICE DEPARTMENT
ORDINANCE VIOLATIONS BUREAU
P.O. BOX 1630
MANCHESTER, NEW HAMPSHIRE 03105
TELEPHONE - 624-6546
SEE REVERSE SIDE

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3/9/04 - Handout



**City of Manchester
Department of Finance**

One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6460
Fax: (603) 624-6549

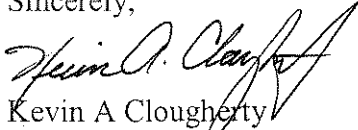
March 9, 2004

Alderman Mary Sysyn
Chairman Aldermanic Committee on Traffic/Public Safety
C/o Office of the City Clerk
One City Hall plaza
Manchester, NH 03101

Dear Madam Chairman:

The Planning Director and the Finance Officer are in the process of refining a DRAFT request for proposals (RFP) for a study of the City's downtown parking program and related policies. We are also in the process of identifying a source of funding for the study and will be making recommendations to both your committee and the CIP committee. We expect to have a completed RFP/RFP Schedule and funding recommendation by the 1st of April.

Sincerely,


Kevin A Clougherty
Finance Officer


Bob McKenzie
Planning Director

Cc: Mayor Baines
Tom Lolicata
City Clerk

10



**City of Manchester
Department of Finance**

One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6460
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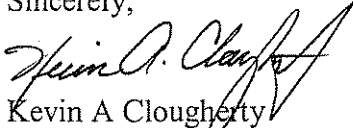
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